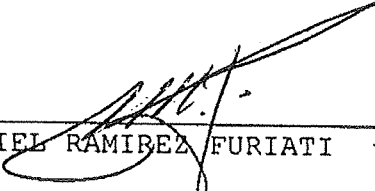


24. **Substitute Trustee.** Lender at its option, may from time to time remove Trustee and appoint a successor trustee to any Trustee appointed hereunder. Without conveyance of the Property, the successor trustee shall succeed to all the title, power and duties conferred upon Trustee herein and by Applicable Law.

25. **Assumption Fee.** If there is an assumption of this loan, Lender may charge an assumption fee of U.S. \$

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Security Instrument and in any Rider executed by Borrower and recorded with it.



GABRIEL RAMIREZ FURIATI (Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

Witness:

Witness:

[Space Below This Line For Acknowledgment]

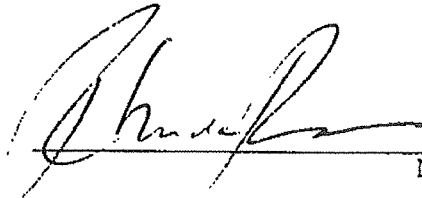
State of Nevada

County of *CLARK*

This instrument was acknowledged before me on
GABRIEL RAMIREZ FURIATI

9-6-05

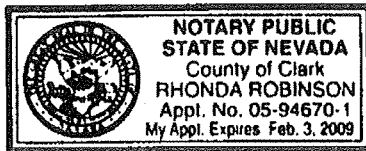
by



Notary Public

(Seal)

My commission expires: *2-3-09*



Loan Number:

ADJUSTABLE RATE RIDER
(LIBOR Six-Month Index (As Published In *The Wall Street Journal*)
- Rate Caps)

THIS ADJUSTABLE RATE RIDER is made this 1st day of SEPTEMBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned ("Borrower") to secure Borrower's Adjustable Rate Note (the "Note") to NA NATIONWIDE MORTGAGE, A CALIFORNIA CORPORATION ("Lender") of the same date and covering the property described in the Security Instrument and located at:

6324 CASADA WAY, LAS VEGAS, NEVADA 89107

[Property Address]

THE NOTE CONTAINS PROVISIONS ALLOWING FOR CHANGES IN THE INTEREST RATE AND THE MONTHLY PAYMENT. THE NOTE LIMITS THE AMOUNT BORROWER'S INTEREST RATE CAN CHANGE AT ANY ONE TIME AND THE MAXIMUM RATE BORROWER MUST PAY.

ADDITIONAL COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. INTEREST RATE AND MONTHLY PAYMENT CHANGES

The Note provides for an initial interest rate of 7.440 % The Note provides for changes in the interest rate and the monthly payments, as follows:

4. INTEREST RATE AND MONTHLY PAYMENT CHANGES

(A) Change Dates

The interest rate I will pay may change on the 1st day of OCTOBER, 2007, and on that day every 6th month thereafter. Each date on which my interest rate could change is called a "Change Date."

(B) The Index

Beginning with the first Change Date, my interest rate will be based on an Index. The "Index" is the average of interbank offered rates for six month U.S. dollar-denominated deposits in the London market ("LIBOR"), as published in *The Wall Street Journal*. The most recent Index figure available as of the first business day of the month immediately preceding the month in which the Change Date occurs is called the "Current Index."

If the Index is no longer available, the Note Holder will choose a new index that is based upon comparable information. The Note Holder will give me notice of this choice.

(C) Calculation of Changes

Before each Change Date, the Note Holder will calculate my new interest rate by adding FIVE AND 990/1000 percentage points (5.990 %) to the Current Index. The Note Holder will then round the result of this addition to the nearest one-eighth of one percentage point (0.125%). Subject to the limits stated in Section 4(D) below, this rounded amount will be my new interest rate until the next Change Date.

The Note Holder will then determine the amount of the monthly payment that would be sufficient to repay the unpaid principal that I am expected to owe at the Change Date in full on the Maturity Date at my new interest rate in substantially equal payments. The result of this calculation will be the new amount of my monthly payment.

(D) Limits on Interest Rate Changes

The interest rate I am required to pay at the first Change Date will not be greater than 10.440 % or less than 7.440 %. Thereafter, my interest rate will never be increased or decreased on any single Change Date by more than TWO AND 000/1000

percentage points (2.000 %) from the rate of interest I have been paying for the preceding 6 months. My interest rate will never be greater than 14.440 %. My interest rate will never be less than 7.440 %.

(E) Effective Date of Changes

My new interest rate will become effective on each Change Date. I will pay the amount of my new monthly payment beginning on the first monthly payment date after the Change Date until the amount of my monthly payment changes again.

(F) Notice of Changes

The Note Holder will deliver or mail to me a notice of any changes in my interest rate and the amount of my monthly payment before the effective date of any change. The notice will include information required by law to be given to me and also the title and telephone number of a person who will answer any question I may have regarding the notice.

B. TRANSFER OF THE PROPERTY OR A BENEFICIAL INTEREST IN BORROWER

Uniform Covenant 18 of the Security Instrument is amended to read as follows:

Transfer of the Property or a Beneficial Interest in Borrower. As used in this Section 18, "Interest in the Property" means any legal or beneficial interest in the Property, including, but not limited to, those beneficial interests transferred in a bond for deed, contract for deed, installment sales contract or escrow agreement, the intent of which is the transfer of title by Borrower at a future date to a purchaser.

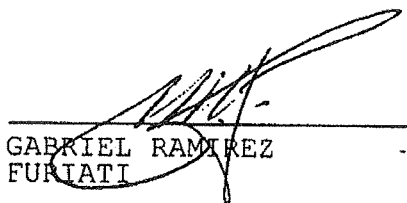
If all or any part of the Property or any Interest in the Property is sold or transferred (or if Borrower is not a natural person and a beneficial interest in Borrower is sold or transferred) without Lender's prior written consent, Lender may require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if such exercise is prohibited by Applicable Law. Lender also shall not exercise this option if: (a) Borrower causes to be submitted to Lender information required by Lender to evaluate the intended transferee as if a new loan were being made to the transferee; and (b) Lender reasonably determines that Lender's security will not be impaired by the loan

assumption and that the risk of a breach of any covenant or agreement in this Security Instrument is acceptable to Lender.

To the extent permitted by Applicable Law, Lender may charge a reasonable fee as a condition to Lender's consent to the loan assumption. Lender also may require the transferee to sign an assumption agreement that is acceptable to Lender and that obligates the transferee to keep all the promises and agreements made in the Note and in this Security Instrument. Borrower will continue to be obligated under the Note and this Security Instrument unless Lender releases Borrower in writing.

If Lender exercises the option to require immediate payment in full, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is given in accordance with Section 15 within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this Adjustable Rate Rider.


 _____ (Seal)
 GABRIEL RAMIREZ -Borrower
 FURIATI

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

 _____ (Seal)
 -Borrower

Loan Number:

1-4 FAMILY RIDER
(Assignment of Rents)

THIS 1-4 FAMILY RIDER is made this 1st day of SEPTEMBER, 2005, and is incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust, or Security Deed (the "Security Instrument") of the same date given by the undersigned (the "Borrower") to secure Borrower's Note to NA NATIONWIDE MORTGAGE, A CALIFORNIA CORPORATION (the "Lender") of the same date and covering the Property described in the Security Instrument and located at:

6324 CASADA WAY, LAS VEGAS, NEVADA 89107 /
[Property Address]

1-4 FAMILY COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

A. ADDITIONAL PROPERTY SUBJECT TO THE SECURITY INSTRUMENT. In addition to the Property described in Security Instrument, the following items now or hereafter attached to the Property to the extent they are fixtures are added to the Property description, and shall also constitute the Property covered by the Security Instrument: building materials, appliances and goods of every nature whatsoever now or hereafter located in, on, or used, or intended to be used in connection with the Property, including, but not limited to, those for the purposes of supplying or distributing heating, cooling, electricity, gas, water, air and light, fire prevention and extinguishing apparatus, security and access control apparatus, plumbing, bath tubs, water heaters, water closets, sinks, ranges, stoves, refrigerators, dishwashers, disposals, washers, dryers, awnings, storm windows, storm doors, screens, blinds, shades, curtains and curtain rods, attached mirrors, cabinets, paneling and attached floor coverings, all of which, including replacements and additions thereto, shall be deemed to be and remain a part of the Property covered by the Security Instrument. All of the foregoing together with the Property described in the Security Instrument (or the leasehold estate if the Security Instrument is on a leasehold) are referred to in this 1-4 Family Rider and the Security Instrument as the "Property."

B. USE OF PROPERTY; COMPLIANCE WITH LAW. Borrower shall not seek, agree to or make a change in the use of the Property or its zoning classification, unless Lender has agreed in writing to the change. Borrower shall comply with all laws, ordinances, regulations and requirements of any governmental body applicable to the Property.

C. SUBORDINATE LIENS. Except as permitted by federal law, Borrower shall not allow any lien inferior to the Security Instrument to be perfected against the Property without Lender's prior written permission.

D. RENT LOSS INSURANCE Borrower shall maintain insurance against rent loss in addition to the other hazards for which insurance is required by Section 5.

E. "BORROWER'S RIGHT TO REINSTATE" DELETED. Section 19 is deleted.

F. BORROWER'S OCCUPANCY. Unless Lender and Borrower otherwise agree in writing, Section 6 concerning Borrower's occupancy of the Property is deleted.

G. ASSIGNMENT OF LEASES. Upon Lender's request after default, Borrower shall assign to Lender all leases of the Property and all security deposits made in connection with leases of the Property. Upon the assignment, Lender shall have the right to modify, extend or terminate the existing leases and to execute new leases, in Lender's sole discretion. As used in this paragraph G, the word "lease" shall mean "sublease" if the Security Instrument is on a leasehold.

H. ASSIGNMENT OF RENTS; APPOINTMENT OF RECEIVER; LENDER IN POSSESSION. Borrower absolutely and unconditionally assigns and transfers to Lender all the rents and revenues ("Rents") of the Property, regardless of to whom the Rents of the Property are payable. Borrower authorizes Lender or Lender's agents to collect the Rents, and agrees that each tenant of the Property shall pay the Rents to Lender or Lender's agents. However, Borrower shall receive the Rents until (i) Lender has given Borrower notice of default pursuant to Section 22 of the Security Instrument and (ii) Lender has given notice to the tenant(s) that the Rents are to be paid to Lender or Lender's agent. This assignment of Rents constitutes an absolute assignment and not an assignment for additional security only.

If Lender gives notice of default to Borrower: (i) all Rents received by Borrower shall be held by Borrower as trustee for the benefit of Lender only, to be applied to the sums secured by the Security Instrument; (ii) Lender shall be entitled to collect and receive all of the Rents of the Property; (iii) Borrower agrees that each tenant of the Property shall pay all Rents due and unpaid to Lender or Lender's agents upon Lender's written demand to the tenant; (iv) unless applicable law provides otherwise, all Rents collected by Lender or Lender's agents shall be applied first to the costs of taking control of and managing the Property and collecting the Rents, including, but not limited to, attorney's fees, receiver's fees, premiums on receiver's bonds, repair and maintenance costs, insurance premiums, taxes, assessments and other charges on the Property, and then to the sums secured by the Security Instrument; (v) Lender, Lender's agents or any judicially appointed receiver shall be liable to account for only those Rents actually received; and (vi) Lender shall be entitled to have a receiver appointed to take possession of and manage the Property and collect the Rents and profits derived from the Property without any showing as to the inadequacy of the Property as security.

If the Rents of the Property are not sufficient to cover the costs of taking control of and managing the Property and of collecting the Rents any funds expended by Lender for such purposes shall become indebtedness of Borrower to Lender secured by the Security Instrument pursuant to Section 9.

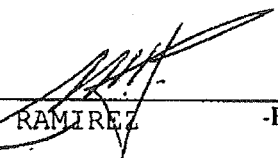
Borrower represents and warrants that Borrower has not executed any prior assignment of the Rents and has not performed, and will not perform, any act that would prevent Lender from exercising its rights under this paragraph.

Lender, or Lender's agents or a judicially appointed receiver, shall not be required to enter upon, take control of or maintain the Property before or after giving notice of default to Borrower. However, Lender, or Lender's agents or a judicially appointed receiver, may do so at any time when a default occurs. Any application of Rents shall not cure or waive any default

or invalidate any other right or remedy of Lender. This assignment of Rents of the Property shall terminate when all the sums secured by the Security Instrument are paid in full.

I. CROSS-DEFAULT PROVISION. Borrower's default or breach under any note or agreement in which Lender has an interest shall be a breach under the Security Instrument and Lender may invoke any of the remedies permitted by the Security Instrument.

BY SIGNING BELOW, Borrower accepts and agrees to the terms and covenants contained in this 1-4 Family Rider.



GABRIEL RAMIREZ (Seal)
FURIATI -Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

(Seal)
-Borrower

PREPAYMENT RIDER

Loan Number: _____

Date: SEPTEMBER 1, 2005

Borrower(s): GABRIEL RAMIREZ FURIATI

FOR VALUE RECEIVED, the undersigned ("Borrower") agree(s) that the following provisions shall be incorporated into and shall be deemed to amend and supplement the Mortgage, Deed of Trust or Security Deed of even date herewith (the "Security Instrument") executed by Borrower, as trustor or mortgagor, in favor of NA NATIONWIDE MORTGAGE, A CALIFORNIA CORPORATION ("Lender"), as beneficiary or mortgagee. To the extent that the provisions of this Prepayment Rider (the "Rider") are inconsistent with the provisions of the Security Instrument, the provisions of the Rider shall prevail over and shall supersede any such inconsistent provisions of the Security Instrument.

PREPAYMENT COVENANTS. In addition to the covenants and agreements made in the Security Instrument, Borrower and Lender further covenant and agree as follows:

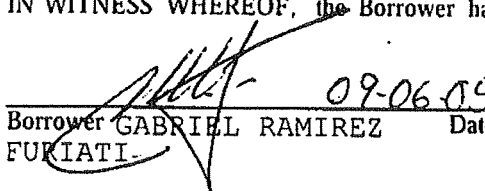
I have the right to make payments of Principal at any time before they are due. A payment of Principal only is known as a "Prepayment." When I make a Prepayment, I will tell the Note Holder in writing that I am doing so. I may not designate a payment as a Prepayment if I have not made all the monthly payments due under the Note.

The Note Holder will use my Prepayments to reduce the amount of Principal that I owe under the Note. However, the Note Holder may apply my Prepayment to the accrued and unpaid interest on the Prepayment amount, before applying my Prepayment to reduce the Principal amount of the Note. If I make a partial Prepayment, there will be no changes in the due dates of my monthly payment unless the Note Holder agrees in writing to those changes.

If the Note provides for changes in the interest rate, my partial Prepayment may reduce the amount of my monthly payments after the first Change Date following my partial Prepayment. However, any reduction due to my partial Prepayment may be offset by an interest rate increase.

If within TWENTY FOUR (24 /) months from the date of execution of the Security Instrument I make a full Prepayment or, in certain cases a partial Prepayment, and the total of such Prepayment(s) in any 12-month period exceeds TWENTY PERCENT (20 %) of the original Principal amount of this loan, I will pay a Prepayment charge in an amount equal to the payment of SIX (6) months' advance interest on the amount by which the total of my Prepayment(s) within that 12-month period exceeds TWENTY PERCENT (20 %) of the original Principal amount of the loan.

IN WITNESS WHEREOF, the Borrower has executed this Rider on the _____ day of _____

 09-06-05
Borrower GABRIEL RAMIREZ Date
FURIATI.

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Borrower Date

Fm:Prommis To:1118857 EMC Loan #0014523237/FURIATI (Assignmen (18663395691)

17:39 04/30/08GMT-04 Pg 03-04



20060127-0002590

Fee: \$15.00

N/C Fee: \$0.00

01/27/2006

13:20:51

T20060017173

Requestor:

NATIONAL SEARCH SOLUTIONS

Frances Deane

SUO

Clark County Recorder

Pgs: 2

APN: 138-35-813-006

WHEN RECORDED, MAIL TO:
 NA NATIONWIDE MORTGAGE
 26361 CROWN VALLEY
 PARKWAY, SUITE 200
 MISSION VIEJO,
 CALIFORNIA 92691

Order No.05-08-0012-TP
 Escrow No.05-08-0012KM
 Loan No.

SPACE ABOVE THIS LINE FOR RECORDER'S USE

APN: 138-35-813-006

Corporation Assignment of Deed of Trust

FOR VALUE RECEIVED, the undersigned hereby grants, assigns and transfers to
 ENCORE CREDIT CORP., A CALIFORNIA CORPORATION

all beneficial interest under that certain Deed of Trust dated SEPTEMBER 1, 2005
 executed by GABRIEL RAMIREZ FURIATI, AN UNMARRIED MAN

to FIDELITY NATIONAL TITLE INSURANCE COMPANY, A CALIFORNIA CORPORATION

, Trustor,

and recorded as Instrument No. 20050912-01276

, Trustee,

on 9-12-05 in book . page
 of Official Records in the County Recorder's office of NEVADA
 County, CLARK

, describing land therein as:

LOT SIX (6) IN BLOCK ONE (1) OF CHARLESTON HEIGHTS
 UNIT NO. 43, AS SHOWN BY MAP THEREOF ON FILE IN BOOK
 7, OF PLATS, PAGE 49 IN THE OFFICE OF THE COUNTY
 RECORDER OF CLARK COUNTY, NEVADA.

6324 CASADA Way
 LAS VEGAS, NV 89107-3527

TOGETHER with the note or notes therein described or referred to, the money due and to become due
 thereon with interest, and all rights accrued or to accrue under said Deed of Trust.

CORPORATION ASSIGNMENT OF DEED OF TRUST
 02/04/05

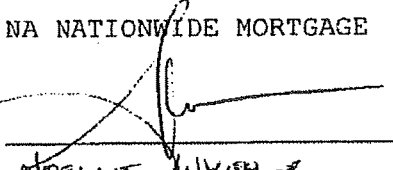
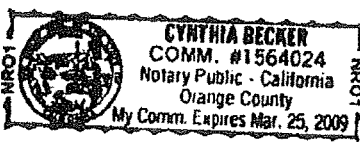
Page 1 of 2

DocMagic.com 600-649-1362
 www.docmagic.com

EXHIBIT "C"

Fm:Prommis To:1118857 EMC Loan #0014523237/FURIATI (Assignmen (18663395691)

17:39 04/30/08GMT-04 Pg 04-04

STATE OF <u>CA</u> COUNTY OF <u>Orange</u>	SS. NA NATIONWIDE MORTGAGE
On <u>4-13-08</u> before me, personally appeared <u>Cynthia Becker</u> <u>Noelle Wheeler</u>	 <u>NOELLE WHEELER</u> E.V.P.
personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s), acted, executed the instrument.	
WITNESS my hand and official seal.	
Signature <u>Cynthia Becker</u> <u>CYNTHIA BECKER</u>	
THIS DOCUMENT IS FILED FOR RECORD BY FIDELITY NATIONAL TITLE INS. CO. AS AN ACCOMODATION ONLY. IT HAS NOT BEEN EXAMINED AS TO ITS EXECUTION OR AS TO ITS EFFECT UPON THE TITLE.	(This area for official notarial seal)

CORPORATION ASSIGNMENT OF DEED OF TRUST
02/04/05

Page 2 of 2

DocMagic Corporation 800-649-1362
www.docmagic.com

APR-30-2008 11:39

P.002

Recording Requested by
And Return to:
EMC MORTGAGE CORPORATION
2780 Lake Vista Drive
Lewisville, TX 75067-3884

This document prepared by:
EMC Mortgage Corporation

MIN: 100022100145232377

MERS PHONE: 1-888-679-6377

Tracking #1 0014523237

Tracking #2: ECMC / EC0506 / COND
TP0583

NV

ASSIGNMENT OF DEED OF TRUST

Know that, PERFORMANCE CREDIT CORP. F/K/A ENCORE CREDIT CORP., a California corporation, with a business address of 2040 Main Street, Suite 800B, Irvine, CA 92614, "Assignor", for value received and other good and valuable consideration paid by MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS") Its Successors and/or Assigns, whose address is 3300 SW 34th Ave., Suite 101, Ocala, FL 34474, "Assignee", the receipt and sufficiency of which is hereby acknowledged, the Assignor does hereby grant, bargain, sell, assign, transfer and convey unto the Assignee the following described DEED OF TRUST, duly recorded in the office of real property records in the County of CLARK State of NEVADA, together with the indebtedness or obligation described in said instrument, and the monies due and to grow due thereon with the interest, as follows:

SEE EXHIBIT "A"


To have and to hold the same unto the Assignee, and to the successors, legal representatives and assigns the Assignee forever.

This Assignment is made without recourse to Assignor and without representation or warranty by Assignor, Express or implied.

IN WITNESS WHEREOF, the Assignor has hereunto set its hand this 30th day of April, 2008 with the effective date as of the 28th day of December, 2005.


Witness: Eula F. Hedrick

PERFORMANCE CREDIT CORP.
F/K/A ENCORE CREDIT CORP.,
A California Corporation
By Its Attorney In Fact
EMC Mortgage Corporation

By: 
Name: Jodi Brown-Kerns
Title: Senior Vice President

Power of Attorney being recorded
Simultaneously herewith.


EXHIBIT "D"

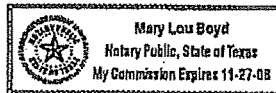
APR-30-2008 11:39

P.003

STATE OF TEXAS
COUNTY OF DENTON

On the 30th day of April, in the year, 2008, before me, the undersigned, personally appeared Jodi Brown-Kerns, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies) as Senior Vice President of EMC Mortgage Corporation, the Attorney-In-Fact for Performance Credit Corp. F/K/A Encore Credit Corp. a California corporation, that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.


Notary Public: Mary Lou Boyd
My Commission Expires: 11/27/2008



Tracking #1: 0014523237
Min: 100022100145232377

Tracking #2: ECMC / EC0506/ COND
TP0583

NV

APR-30-2008 11:39

P.004

STATE: NV

COUNTY: CLARK

EXHIBIT "A"

Tracking #1: 0014523237
Min: 100022100145232377Tracking #2: ECMC / EC0506/ COND
TP0583MORTGAGOR/TRUSTOR:GABRIEL RAMIREZ FURIATI,
AN UNMARRIED MANTRUSTEE:FIDELITY NATIONAL TITLE INSURANCE
COMPANY, A CALIFORNIA CORPORATIONMORTGAGEE/BENEFICIARYNA NATIONWIDE MORTGAGE
A CALIFORNIA CORPORATIONDATE OF MORTGAGE/DEED OF TRUST:

09/01/2005

AMOUNT: \$393,300.00RECORDING INFORMATION:DATE
09/12/2005VOLUME/BOOKPAGE/FOLIOINSTRUMENT NO.
20050912-01276TAX ID:

138-35-813-006

PROPERTY ADDRESS:

6324 CASADA WAY, LAS VEGAS, NV 89107

LEGAL DESCRIPTION:LOT SIX (6) IN BLOCK ONE (1) OF CHARLESTON HEIGHTS UNIT NO. 43, AS SHOWN BY MAP
THEREOF ON FILE IN BOOK 7, OF PLATS, PAGE 49 IN THE OFFICE OF THE COUNTY RECORDER
OF CLARK COUNTY, NEVADAPrepared By: MLBoyd, EMC Mortgage Corporation
2780 Lake Vista Dr., Lewisville, TX 75067-3884

APR-30-2008 11:40

P.005

10.00
5.00
495

1-2007-014115 Book 1691 Pg: 830
08/16/2007 12:13 pm Pg 0830-0831
Fee: \$ 15.00 Doc: \$ 0.00
Peggy Armstrong - Rogers County Clerk
State of Oklahoma

Prepared by EMC Mortgage Corporation.
When recorded return to:
EMC Mortgage Corporation
Attn: Collateral Management
2780 Lake Vista Drive
Lewisville, TX 75067
214/626-3800



LIMITED POWER OF ATTORNEY

Performance Credit Corporation, formerly known as Encore Credit Corp. a California corporation, hereinafter called the Company (the "Company") having an office located at 2040 Main Street, Suite 800, Irvine, CA 92614, by and through its officers appoints EMC Mortgage Corporation, a Delaware corporation, hereinafter called the Purchaser (the "Purchaser") with a mailing address of 2780 Lake Vista Drive, Lewisville, TX 75067 ("EMC"), acting by and through the Purchaser's authorized agents, employees or representatives who hold the office of Vice President or higher, as the Company's duly authorized attorney-in-fact to take the following designated actions with respect to any loan (each, a "Loan") purchased or serviced by the Purchaser:

- execute on behalf of the Company any assignments, documents, releases or Instruments necessary to assign, convey, or otherwise transfer an interest in the Loans to and/or from The Company; and
- execute on behalf of the Company any documents necessary to carry out a foreclosure or similar collection action of any mortgaged property securing the Loan.

This Limited Power of Attorney is not intended to enlarge or otherwise modify any powers granted under a Mortgage Loan Purchase and Interim Servicing Agreement dated October 1, 2003, a Mortgage Loan Purchase Agreement dated February 1, 2004 and one or more subsequent Term Sheets (the "Agreements") or to allow the Purchaser to take any action with respect to a Loan not authorized by the applicable Agreements.

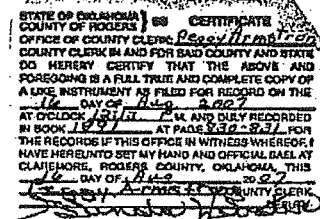
This Limited Power of Attorney shall be effective as of the date of execution hereof and shall continue in full force and effect until terminated by the Company by written notice to the Purchaser mailed to the address above. Otherwise, this Limited Power of Attorney shall remain in effect until the Purchaser ceases to service or own any Loan purchased under the aforementioned Agreements.

Dated August 13, 2007

Performance Credit Corporation
formerly known as Encore Credit Corp.



By: [Signature]
Name: CARLA MORETTI
Title: EVP



✓ Edison Mortgage
200 Metroplex Dr #102
Edison, NJ 08817

APR-30-2008 11:40

P.006

I-2007-014115 Book 1891 Pg: 631
08/18/2007 12:13 pm Pg 0830-0831
Fee: \$ 15.00 Doc: \$ 0.00
Peggy Armstrong - Rogers County Clerk
State of Oklahoma

STATE OF CA
COUNTY OF Orange

S
S
S

On Aug 13, 2007 before me, the under signed notary public, personally appeared Larry M. Smith, who acknowledged that s/he is E.V.P. of Performance Credit Corporation formerly known as Encore Credit Corp, as defined in the foregoing Limited Power of Attorney, and acknowledged that as such officer, being authorized to do so, s/he executed the foregoing instrument for the purposes therein contained, by signing the name of the Company by herself/himself as such officer.

In witness whereof, I have hereunto set my hand and official seal.

[Signature]
Notary Public S. L. Nixon
My Commission Expires: 1/16/2008



MERS® Servicer Identification System - Results

Page 1 of 1



Process Loans, Not Paperwork™

2 records matched your search:

MIN: 1000221-0014523237-7 Note Date: 09/12/2005

MIN Status: Active

Servicer: EMC Mortgage Corporation
Lewisville, TX

Phone: (800) 723-3004

MIN: 1000392-8405001929-1 Note Date: 12/14/2001

MIN Status: Inactive

Servicer: Wells Fargo Home Mortgage a Division of Wells Fargo
Bank NA
Minneapolis, MN

Phone: (651) 605-3711

Return to [Search](#)

EXHIBIT "E"

20070928-0003599

AND WHEN RECORDED MAIL TO:

Cal-Western Reconveyance Corporation
P.O. Box 22004
525 East Main Street
El Cajon CA 92022-9004

APN: 138-35-813-006

Fee: \$15.00

N/C Fee: \$25.00

09/28/2007

14:32:40

T20070174473

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TL

Debbie Conway

KGP

Clark County Recorder

Pgs: 2

T765059

SPACE ABOVE THIS LINE FOR RECORDER'S USE

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

T.S. No. 1118857-02

Loan No. XXXXXX3237

NOTICE IS HEREBY GIVEN: THAT CAL-WESTERN RECONVEYANCE CORPORATION, A California Corporation, is either the original trustee, the duly appointed substituted trustee, or acting as agent for the trustee or beneficiary under a Deed of Trust dated September 01, 2005

executed by **GABRIEL RAMIREZ FURIATI, AN UNMARRIED MAN** as Trustor,

in favor of **NA NATIONWIDE MORTGAGE** as Beneficiary,

recorded September 12, 2005, under Instrument No. 0001276 in book 20050912 page XX, of Official Records in the Office of the County Recorder of CLARK County, Nevada describing land therein as:

COMPLETELY DESCRIBED IN SAID DEED OF TRUST

Securing, among other obligations, one note(s) for the original sum of \$393,300.00 that the beneficial interest under such Deed of Trust and the obligations secured thereby are presently held by the below set out beneficiary; that a breach of, and default in the obligations for which said Deed of Trust is security has occurred in that payment has not been made of

Failure to pay the monthly payment due June 1, 2007 of principal, interest and impounds and subsequent installments due thereafter; together with all subsequent sums advanced by beneficiary pursuant to the terms and conditions of said deed of trust.

That by reason thereof, the below set out beneficiary under such Deed of Trust, has executed and delivered to the Trustee, a written Declaration of Default and Demand for Sale, and has deposited with said Trustee, such Deed of Trust and all documents evidencing obligations secured thereby and has declared and does hereby declare all sums secured thereby immediately due and payable and has elected and does hereby elect to cause the trust property to be sold to satisfy the obligations secured thereby.

EXHIBIT "F"

**NOTICE OF BREACH AND DEFAULT AND OF ELECTION TO CAUSE
SALE OF REAL PROPERTY UNDER DEED OF TRUST**

Loan No: XXXXXX3237

T.S. No: 1118857-02

APN: 138-35-813-006

NOTICE

You may have the right to cure the default herein and reinstate the obligation secured by such Deed of Trust above described. Section 107.080 NRS permits certain defaults to be cured upon the payment of the amounts required by that section without requiring payment of that portion of principal and interest which would not be due had no default occurred. Where reinstatement is possible, if the default is not cured within 35 days following the recording and mailing to Trustor or Trustor's successor in interest of this notice, the right of reinstatement will terminate and the property may thereafter be sold.

To determine if reinstatement is possible and the amount, if any, necessary to cure the default, contact:

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC.

c/o EMC MORTGAGE CORPORATION
800 STATE HIGHWAY 121 BYPASS
LEWISVILLE TX 75067-4180

(877)362-6631

CAL-WESTERN REGIONAL VEYANCE CORPORATION
FIS DEFAULT SOLUTIONS, AS AGENT

Signature/By JESSE BEWLEY

State of Nevada
County of Clark

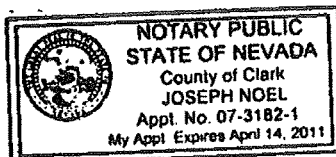
On 9/28/07 before me, JOSEPH NOEL a Notary Public in and for said state,
personally appeared JESSE BEWLEY

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature Joseph Noel

Date September 28, 2007
Ref. FURIATI, GABRIEL
Order No. NEW ORDER



20070928-0003598

Fee: \$15.00

N/C Fee: \$25.00

09/28/2007

14:32:40

T20070174473

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TL

Debbie Conway

KGP

Clark County Recorder

Pgs: 2

AND WHEN RECORDED MAIL TO:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

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67

7765059
138-35-813-006

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Substitution of Trustee

Loan No: XXXXXX3237

T.S. No: 1118857-02

WHEREAS, GABRIEL RAMIREZ FURIATI, AN UNMARRIED MAN, was the original Trustor, FIDELITY NATIONAL TITLE INSURANCE COMPANY was the original Trustee,
and NA NATIONWIDE MORTGAGE was the original Beneficiary under that certain Deed of Trust dated September 01, 2005 and recorded on September 12, 2005 as Instrument No. 0001276, in Book 20050912, Page XX of Official Records of CLARK County, Nevada, and

WHEREAS, the undersigned is the present Beneficiary under said Deed of Trust, and

WHEREAS, the undersigned desires to substitute a new Trustee under Deed of Trust in the place and stead of said present Trustee thereunder, in the manner in said Deed of Trust provided,

NOW, THEREFORE, the undersigned hereby substitutes
CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004
As a Trustee under said Deed of Trust

Whenever the context hereof so required, the masculine gender includes the feminine and/or neuter, and the singular number includes plural.

Substitution of Trustee

Loan No: XXXXXX3237
T.S. No: 1118857-02

DATED: 9/28/07

Mortgage Electronic Registration Systems, Inc.
(MERS)

Margaret Padilla
Margaret Padilla
Assistant Secretary of MERS

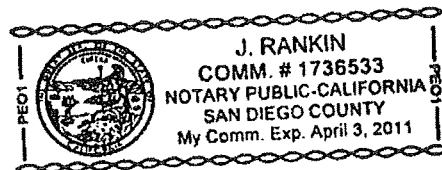
STATE OF California
COUNTY OF San Diego

On 9/28/07 before me, J. Rankin
the undersigned, a Notary Public in and for said State, personally
appeared Margaret Padilla personally known to me (or proved to me
on the basis of
satisfactory evidence) to be the person(s) whose names(s)
is/are subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their
authorized capacity(ies), and that by his/her/their
signature(s) on the instrument or the entity upon behalf of
which the person(s), executed the instrument.

(this area for official seal)

WITNESS my hand and official seal.

Signature J. Rankin





CV

~~RECORDING REQUESTED BY~~

And When Recorded Mail To:

CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004

Fee: \$15.00

N/C Fee: \$25.00

01/03/2008

11:54:39

T20080001189

Requestor:

FIDELITY NATIONAL DEFAULT SOLUTIONS TUC

Debbie Conway

DBX

Clark County Recorder Pgs: 2

4.

Trustee Sale No. 1118857-02

T745059

Space Above This Line For Recorder's Use

NOTICE OF TRUSTEE'S SALE

APN: 138-35-813-006 TRA: 200

LOAN NO: XXXXXX3237

REF: FURIATI, GABRIEL

UNVER

IMPORTANT NOTICE TO PROPERTY OWNER:

YOU ARE IN DEFAULT UNDER A DEED OF TRUST, DATED September 01, 2005. UNLESS YOU TAKE ACTION TO PROTECT YOUR PROPERTY, IT MAY BE SOLD AT A PUBLIC SALE. IF YOU NEED AN EXPLANATION OF THE NATURE OF THE PROCEEDING AGAINST YOU, YOU SHOULD CONTACT A LAWYER.

On January 22, 2008, at 1:00pm, CAL-WESTERN RECONVEYANCE CORPORATION, as duly appointed trustee under and pursuant to Deed of Trust recorded September 12, 2005, as Inst. No. 0001276, in book 20050912, page XX, of Official Records in the office of the County Recorder of CLARK County, State of NEVADA executed by:
GABRIEL RAMIREZ FURIATI, AN UNMARRIED MAN

WILL SELL AT PUBLIC AUCTION TO HIGHEST BIDDER FOR CASH, CASHIER'S CHECK DRAWN ON A STATE OR NATIONAL BANK, A CHECK DRAWN BY A STATE OR FEDERAL CREDIT UNION, OR A CHECK DRAWN BY A STATE OR FEDERAL SAVINGS AND LOAN ASSOCIATION, SAVINGS ASSOCIATION, OR SAVINGS BANK:

**AT THE FRONT ENTRANCE TO NEVADA LEGAL NEWS LOCATED AT
930 SO. FOURTH ST.
LAS VEGAS NEVADA**

all right, title and interest conveyed to and now held by it under said Deed of Trust in the property situated in said County and State described as:

**LOT SIX (6) IN BLOCK ONE (1) OF CHARLESTON HEIGHTS UNIT NO. 43, AS SHOWN BY
MAP THEREOF ON FILE IN BOOK 7, OF PLATS, PAGE 49 IN THE OFFICE OF THE
COUNTY RECORDER OF CLARK COUNTY, NEVADA.**

NOTICE OF TRUSTEE'S SALE

Loan: XXXXXX3237
T.S. No: 1118857-02

The street address and other common designation, if any, of the real property described above is purported to be:

**6324 CASADA WAY
LAS VEGAS NV 89107**

The undersigned Trustee disclaims any liability for any incorrectness of the street address and other common designation, if any, shown herein.

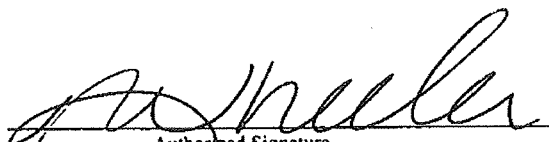
Said sale will be held, but without covenant or warranty, express or implied, regarding title, possession, condition, or encumbrances, including fees, charges and expenses of the Trustee and of the trusts created by said Deed of Trust, to pay the remaining principal sums of the note(s) secured by said Deed of Trust. The total amount of the unpaid balance of the obligation secured by the property to be sold and reasonable estimated costs, expenses and advances at the time of the initial publication of the Notice of Sale is: **\$411,119.86**

The beneficiary under said Deed of Trust heretofore executed and delivered to the undersigned a written declaration of Default and Demand for Sale, and a written Notice of Default and Election to Sell. The undersigned caused said Notice of Default and Election to Sell to be recorded in the county where the real property is located.

**FOR SALES INFORMATION: Mon – Fri 9:00am to 4:00pm (619)590-1221
CAL-WESTERN RECONVEYANCE CORPORATION
525 EAST MAIN STREET
P.O. BOX 22004
EL CAJON CA 92022-9004**

Dated: **December 31, 2007**

By:


Authorized Signature
Yvonne J. Wheeler, A.V.P.

STATE OF CALIFORNIA
COUNTY OF SAN DIEGO

On **DEC 31 2007** before me,

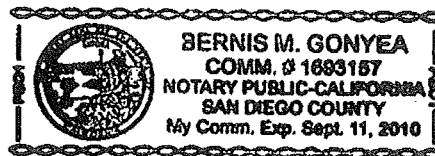
Bernis M. Gonyea

a Notary Public in and
for said state, personally appeared **Yvonne J. Wheeler, A.V.P.**
personally known to me (or proved to me on the basis of
satisfactory evidence) to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that
he/she/they executed the same in his/her/their authorized
capacity(ies), and that by his/her/their signature(s) on the
instrument the person(s), or the entity upon behalf of which the
person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature





(this area for official Notary Seal)